

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO</b>		PAGE OF PAGES <b>1 147</b>	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>N00604-09-D-0001</b>		3. EFFECTIVE DATE <b>07 Oct 2008</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>N0060408ROSBOS</b>			
5. ISSUED BY FISC PEARL HARBOR 1942 GAFFNEY STREET SUITE 100 ATTN: GWENDOLYN RAPOZA PEARL HARBOR HI 96860-4549		CODE <b>N00604</b>		6. ADMINISTERED BY (If other than Item 5) PACIFIC MISSILE RANGE FACILITY P.O. BOX 128 KEKAHA HI 96752-0128		CODE <b>N0534A</b>	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES <b>0</b> (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>	
CODE <b>4T6D9</b>		FACILITY CODE		11. SHIP TO/MARK FOR CODE			
<b>See Schedule</b>				12. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER DOCUMENT CONTROL VENDOR PAY 1240 EAST 9TH STREET CLEVELAND OH 44190			
				CODE <b>N68732</b>			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	<b>SEE SCHEDULE</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$52,983,851.43 EST</b>	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	H	SPECIAL CONTRACT REQUIREMENTS	106 - 120				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>N00604-08-R-0001-0015</b> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <div style="background-color: black; width: 100%; height: 20px;"></div>				20A. NAME OF CONTRACTING OFFICER ROGELIO L. TREVINIO / DIRECTOR OF CONTRACTS TEL: 808-473-7551 EMAIL: luis.trevino@navy.mil			
19B. NAME OF CONTRACTOR BY <div style="background-color: black; width: 100%; height: 20px;"></div>		19C. DATE SIGNED <b>10/7/08</b>		20B. <div style="background-color: black; width: 100%; height: 20px;"></div>		20C. DATE SIGNED <b>07-Oct-2008</b>	

Section A - Solicitation/Contract Form

CONTINUATION PAGE

A.1 ACCEPTANCE OF PROPOSAL

The Manu Kai, LLC proposal of 15 February 2008, including revisions through 07 July 2008, is accepted.

A.2 CONTRACT DOCUMENT

This contract document incorporates revisions made by solicitation Amendments 0001 through 0015, and the following:

- a. The Manu Kai, LLC Technical Proposal (Volume I) of 15 February 2008, including revisions through 07 July 2008, is incorporated.
- b. The Manu Kai, LLC Subcontracting Plan submitted with their proposal of 15 February 2008 is incorporated.
- c. The Award Fee Plan is incorporated as Attachment JG-1.
- d. Manu Kai, LLC Service Contract Act/Collective Bargaining Agreement Labor Rate Ceiling as submitted in their proposal of 15 February 2008 is incorporated.
- e. Manu Kai, LLC Indirect Rate Submission – Maximum (Ceiling) Indirect Rates as submitted in their proposal of 15 February 2008 is incorporated.
- f. Manu Kai, LLC Direct Labor Rate Submission – Management and Professional Personnel Maximum (Ceiling) Labor Rates as submitted in their proposal of 15 February 2008 is incorporated.

## Section B - Supplies or Services and Prices

### SECTION B

#### B.1 CONTRACT LINE ITEMS (CLINs), SUB-LINE ITEMS (SLINs), AND EXHIBIT LINE ITEMS (ELINs)

- a. Offerors shall enter unit prices and amounts for CLINs and ELINs as indicated in the schedules and accompanying exhibits.
- b. In the event there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended offer and the total of the CLIN or ELIN will be recomputed accordingly. The CLIN that includes the recomputed ELIN will also be recomputed to take into account the change in the contract ELIN. If the offeror provides a total amount for a CLIN or ELIN but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price.
- c. SLIN placeholders for clients (e.g. 000101, 010101, etc.) will hold lines of accounting provided by each customer. This information will be inserted by the government at the time of contract award.
- d. ELINs are included in Exhibits A through L in the TF! Software.

#### B.2 INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM ESTIMATED AMOUNTS AND MAXIMUMS

Once the estimated amounts for individual line items shown in the Schedule and any accompanying exhibits have been ordered, additional amounts may be ordered as long as the overall maximum amount of the contract per year is not exceeded. The contract overall maximum amount is the combination of the FPAF, CPAF work and both the Fixed Priced and Cost Plus IDIQ Maximums

#### B.3 PRICING OF CLIN AND ELIN

- a. Annex 2, Technical Specification (Tech Spec) 0200000. The Annex 2 performance work statement identifies program management, management information and reporting systems, and administrative support effort related to the overall performance of this contract. This annex includes project overhead costs and administrative requirements which cannot be identified with a single annex but benefit two or more annexes and both the CPAF and FPAF task orders to be performed under this contract. Schedule B and its supporting ELIN Exhibits do not contain a separate unit price or amount for Annex 2. The offerors will propose a fixed priced amount by year for Annex 2 that will be the total price that will be allocated to the ELINs for Annexes 3 through 32 and both CPAF and FPAF task orders at the offeror's discretion. The allocation method or methods utilized must be explained and disclosed in detail in the cost proposal and should represent an equitable allocation of the costs that does not result in unbalanced pricing for any CLIN or ELIN. **The allocation method shall not result in recovery of costs in excess of the proposed fixed price amount by year for Annex 2.**
- b. Annexes 3 through 32. The Price Proposal shall depict all direct and indirect costs, G&A and profit associated with performing the proposed outcome for that particular Annex. The Annex 2 price will subsequently be allocated to Annexes 3 through 32 and both CPAF and FPAF task orders as described in paragraph B.3.a. to derive the unit prices and total amounts to be entered on Schedule B and its supporting ELIN Exhibits.

#### B.4 PRICING FOR INDEFINITE DELIVERY INDEFINITE QUANTITY (CLINS XX03 AND XX04)

Offerors shall not include pricing for these CLINs. Amounts for these CLINs will be determined for both CPAF and FPAF task orders at the time task orders are issued. Appropriate amounts will be funded to the applicable CLINs upon task order award. The maximum amount for both CPAF and FPAF are identified in each description for the CLIN.

#### B.5 AWARD FEE FOR INDEFINITE DELIVERY INDEFINITE QUANTITY (CLINS XX07 and XX08)



Award fee will be determined for both CPAF and FPAF task orders at the time task orders are issued. Appropriate amounts will be funded to the applicable CLINs upon task order award.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Full Performance Base Period FFP Spec Item 3, See Exhibit B, ELINs B001 - B016 1 January 2009 through 30 September 2009 FOB: Destination PURCHASE REQUEST NUMBER: N0060408ROSBOS	UNDEFINED	Months	UNDEFINED	
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	Funding Annex 3 Basic FFP FOB: Destination	9	Months		
				MAX NET AMT	



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	Funding Annex 4 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	Funding Annex 5 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD	Funding Annex 6 Basic (UT) FFP FOB: Destination	9	Months		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE	Funding Annex 6 Basic (ST) FFP FOB: Destination	9	Months	<div></div>	<div></div>

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AF	Funding Annex 7 Basic FFP FOB: Destination	9	Months	<div></div>	<div></div>

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AG	Funding Annex 8 Basic FFP FOB: Destination	9	Months	<div></div>	<div></div>

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AH	Funding Annex 9 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AJ	Funding Annex 10 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AK	Funding Annex 11 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT







ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AN	Funding Annex 17 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AP	Funding Annex 19 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AQ	Funding Annex 21 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AR	Funding Annex 24 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AS	Funding Annex 26 Basic FFP FOB: Destination	9	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Full Performance, Base Period COST Spec Item 3, See Exhibit B, ELINs B017 - B030 1 January 2009 through 30 September 2009 FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST

UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA	Funding Annex 13 Basic (1 of 2) COST FOB: Destination	UNDEFINED	Months	UNDEFINED	
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB	Funding Annex 13 Basic (2 of 2) COST FOB: Destination	UNDEFINED	Months	UNDEFINED	
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AC	Funding Annex 18 Basic (BOS) COST FOB: Destination	UNDEFINED	Months	UNDEFINED	
				MAX COST	



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AD	Funding Annex 20 Basic COST FOB: Destination	UNDEFINED	Months	UNDEFINED	<div></div>
				MAX COST	<div></div>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AE	Funding Annex 27 Basic COST FOB: Destination	UNDEFINED	Months	UNDEFINED	<div></div>
				MAX COST	<div></div>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AF	Funding Annex 28 (BOS) COST FOB: Destination	UNDEFINED	Months	UNDEFINED	<div></div>
				MAX COST	<div></div>



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AG	ROS Funding Basic for Labor COST Annex 15, 16, 18, 22, 23, 25, 28, 29, 30, 31, and 32 Includes ROS share of Annex 18 and 28 FOB: Destination	UNDEFINED	Months	UNDEFINED	
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AH	ROS Funding Basic for ODCs COST Annex 15, 16, 18, 22, 23, 25, 28, 29, 30, 31, and 32 Includes ROS share of Annex 18 and 28 FOB: Destination	UNDEFINED	Months	UNDEFINED	
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	IDIQ, Base Period FFP Spec Item 4, See Exhibit B, ELIN B700 (MAXIMUM AMOUNT \$3,000,000). 01 October 2008 through 30 September 2009. FOB: Destination	3,000,000	Dollars, U.S.	\$1.00	\$3,000,000.00

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MAX NET AMT	\$3,000,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000301	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	IDIQ, Base Period COST Spec Item 4, See Exhibit B, ELIN B701 (MAXIMUM AMOUNT \$17,000,000). 01 October 2008 through 30 September 2009. FOB: Destination	UNDEFINED		UNDEFINED	\$17,000,000.00

MAX COST	\$17,000,000.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000401	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Award Fee - Base Period FFP Spec Item 3, 1 January 2009 through 30 September 2009 FOB: Destination		Dollars, U.S.		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000501	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	


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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Award Fee - Base Period COST Spec Item 3, 1 January 2009 through 30 September 2009 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000601	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Award Fee, IDIQ - Base Period FFP Spec Item 4, 1 January 2009 through 30 September 2009 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	<hr/> \$0.00



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000701	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Award Fee, IDIQ - Base Period COST Spec Item 4, 1 January 2009 through 30 September 2009 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000801	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Phase-in FFP See Exhibit A, ELINs A001 - A030, 1 October 2008 through 31 December 2008 FOB: Destination	3	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Award Fee - Phase-in FFP 1 October 2008 through 31 December 2008 FOB: Destination	1	Lump Sum		

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101 OPTION	Spec Item 3, First Option Period FFP See Exhibit C, ELINs C001 through C016, 1 October 2009 through 30 September 2010 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0102 OPTION	Spec Item 3, First Option Period COST See Exhibit C, ELINs C017 - C030, 1 October 2009 through 30 September 2010 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0103 OPTION	Spec Item 4, IDIQ, First Option Period FFP See Exhibit C, ELIN C700 (MAXIMUM AMOUNT \$4,000,000) FOB: Destination	4,000,000	Dollars, U.S.	\$1.00	\$4,000,000.00
				MAX NET AMT	\$4,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104		UNDEFINED	Dollars, U.S.	UNDEFINED	\$21,000,000.00
OPTION	Spec Item 4, IDIQ, First Option Period COST See Exhibit C, ELIN C701 (MAXIMUM AMOUNT \$21,000,000) FOB: Destination				
				MAX COST	\$21,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0105			Dollars, U.S.		
OPTION	Award Fee - First Option Period FFP Spec Item 3, 1 October 2009 through 30 September 2010 FOB: Destination				

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MAX  
NET AMT


ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0106		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee - First Option Period COST Spec Item 3, 1 October 2009 through 30 September 2010 FOB: Destination				

MAX COST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0107 OPTION	Award Fee, IDIQ - First Option Period FFP Spec Item 4, 1 October 2009 through 30 September 2010 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX  
NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0108 OPTION	Award Fee, IDIQ - First Option Period COST Spec Item 4, 1 October 2009 through 30 September 2010 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201 OPTION	Spec Item 3, Second Option Period FFP See Exhibit D, ELINs D001 - D016, 1 October 2010 through 30 September 2011 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202 OPTION	Spec Item 3, Second Option Period COST See Exhibit D, ELINs D017 - D030, 1 October 2010 through 30 September 2011 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0203 OPTION	Spec Item 4, IDIQ, Second Option Period FFP See Exhibit D, ELIN D700 (MAXIMUM AMOUNT \$4,200,000) FOB: Destination	4,200,000	Dollars, U.S.	\$1.00	\$4,200,000.00
				MAX NET AMT	\$4,200,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204		UNDEFINED	Dollars, U.S.	UNDEFINED	\$22,000,000.00
OPTION	Spec Item 4, IDIQ, Second Option Period COST See Exhibit D, ELIN D701 (MAXIMUM AMOUNT \$22,000,000) FOB: Destination				
				MAX COST	\$22,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0205			Dollars, U.S.		
OPTION	Award Fee - Second Option Period FFP Spec Item 3, 1 October 2010 through 30 September 2011 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0206		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee - Second Option Period COST Spec Item 3, 1 October 2010 through 30 September 2011 FOB: Destination				

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0207 OPTION	Award Fee, IDIQ - Second Option Period FFP Spec Item 4, 1 October 2010 through 30 September 2011 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					<hr/>
					MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0208 OPTION	Award Fee, IDIQ - Second Option Period COST Spec Item 4, 1 October 2010 through 30 September 2011 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					MAX COST UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301 OPTION	Spec Item 3, Third Option Period FFP See Exhibit E, ELINs E001 - E030, 1 October 2011 through 30 September 2012 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0302 OPTION	Spec Item 3, Third Option Period COST See Exhibit E, ELINs E017 - E030, 1 October 2011 through 30 September 2012 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0303 OPTION	Spec Item 4, IDIQ, Third Option Period FFP See Exhibit E, ELIN E700 (MAXIMUM AMOUNT \$4,400,000) FOB: Destination	4,400,000	Dollars, U.S.	\$1.00	\$4,400,000.00

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MAX  
NET AMT \$4,400,000.00



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304		UNDEFINED	Dollars, U.S.	UNDEFINED	\$23,200,000.00
OPTION	Spec Item 4, IDIQ, Third Option Period COST See Exhibit E, ELIN E701 (MAXIMUM AMOUNT \$23,200,000) FOB: Destination				
				MAX COST	\$23,200,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0305			Dollars, U.S.		
OPTION	Award Fee - Third Option Period FFP Spec Item 3, 1 October 2011 through 30 September 2012 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0306		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee, Third Option Period COST Spec Item 3, 1 October 2011 through 30 September 2012 FOB: Destination				

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0307 OPTION	Award Fee, IDIQ - Third Option Period FFP Spec Item 4, 1 October 2011 through 30 September 2012 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0308 OPTION	Award Fee, IDIQ - Third Option Period COST Spec Item 4, 1 October 2011 through 30 September 2012 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401 OPTION	Spec Item 3, Fourth Option Period FFP See Exhibit F, ELINs F001 - F016, 1 October 2012 through 30 September 2013 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0402 OPTION	Spec Item 3, Fourth Option Period COST See Exhibit F, ELINs F017 - F030, 1 October 2012 through 30 September 2013 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040201		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0403		4,600,000	Dollars, U.S.	\$1.00	\$4,600,000.00
OPTION	Spec Item 4, IDIQ, Fourth Option Period FFP See Exhibit F, ELIN B700 (MAXIMUM AMOUNT \$4,600,000) FOB: Destination				
				MAX NET AMT	\$4,600,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0404		UNDEFINED	Dollars, U.S.	UNDEFINED	\$24,300,000.00
OPTION	Spec Item 4, IDIQ, Fourth Option Period COST See Exhibit F, ELIN B7001 (MAXIMUM AMOUNT \$24,300,000) FOB: Destination				
				MAX COST	\$24,300,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0405			Dollars, U.S.		
OPTION	Award Fee - Fourth Option Period FFP Spec Item 3, 1 October 2012 through 30 September 2013 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0406		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee - Fourth Option Period COST Spec Item 3, 1 October 2012 through 30 September 2013 FOB: Destination				

MAX COST





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0407 OPTION	Award Fee, IDIQ - Fourth Option Period FFP Spec item 4, 1 October 2012 through 30 September 2013 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0408 OPTION	Award Fee, IDIQ - Fourth Option Period COST Spec Item 4, 1 Octobe 2012 through 30 September 2013 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
040801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0501 OPTION	Spec Item 3 - Fifth Option Period FFP See Exhibit G, ELINs G001 - G016, 1 October 2013 through 30 September 2014 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0502 OPTION	Spec Item 3, Fifth Option Period COST See Exhibit G, ELINs G017 - G030, 1 October 2013 through 30 September 2014 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0503 OPTION	Spec Item 4, IDIQ, Fifth Option Period FFP See Exhibit G, ELIN G700 (MAXIMUM AMOUNT \$4,900,000) FOB: Destination	4,900,000	Dollars, U.S.	\$1.00	\$4,900,000.00

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MAX  
NET AMT \$4,900,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0504		UNDEFINED	Dollars, U.S.	UNDEFINED	\$25,500,000.00
OPTION	Spec Item 4, IDIQ, Fifth Option Period COST See Exhibit G, ELIN G701 (MAXIMUM AMOUNT \$25,500,000) FOB: Destination				
				MAX COST	\$25,500,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0505			Dollars, U.S.		
OPTION	Award Fee, Fifth Option Period FFP Spec Item 3, 1 October 2013 through 30 September 2014 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0506		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee, Fifth Option Period COST Spec Item 3, 1 October 2013 through 30 September 2014 FOB: Destination				

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0507 OPTION	Award Fee, IDIQ, Fifth Option Period FFP Spec Item 4, 1 October 2013 through 30 September 2014 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0508 OPTION	Award Fee, IDIQ, Fifth Option Period COST Spec Item 4, 1 October 2013 through 30 September 2014 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
050801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0601 OPTION	Spec Item 3, Sixth Option Period FFP See Exhibit H, ELINs H001 - H016, 1 October 2014 through 30 September 2015 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0602 OPTION	Spec Item 3, Sixth Option Period COST See Exhibit H, ELINs H017 - H030, 1 October 2014 through 30 September 2015 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0603 OPTION	Spec Item 4, IDIQ, Sixth Option Period FFP See Exhibit H, ELIN H700 (MAXIMUM AMOUNT \$5,100,000) FOB: Destination	5,100,000	Dollars, U.S.	\$1.00	\$5,100,000.00
				MAX NET AMT	\$5,100,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0604		UNDEFINED	Dollars, U.S.	UNDEFINED	\$26,800,000.00
OPTION	Spec Item 4, IDIQ, Sixth Option Period				
	COST				
	See Exhibit H, ELIN H701 (MAXIMUM AMOUNT \$26,800,000)				
	FOB: Destination				
				MAX COST	\$26,800,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0605			Dollars, U.S.		
OPTION	Award Fee - Sixth Option Period FFP Spec Item 3, 1 October 2014 through 30 September 2015 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0606		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee - Sixth Option Period COST Spec Item 3, 1 October 2014 through 30 September 2015 FOB: Destination				

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0607 OPTION	Award Fee, IDIQ, Sixth Option Period FFP Spec Item 4, 1 October 2014 through 30 September 2015 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0608 OPTION	Award Fee, IDIQ, Sixth Option Period COST Spec Item 4, 1 October 2014 through 30 September 2015 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
060801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0701 OPTION	Spec Item 3, Seventh Option Period FFP See Exhibit J, ELINs J001 - J016, 1 October 2015 through 30 September 2016 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0702 OPTION	Spec Item 3, Seventh Option Period COST See Exhibit J, ELINs J017 - J030, 1 October 2015 through 30 September 2016 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0703 OPTION	Spec Item 4, IDIQ, Seventh Option Period FFP See Exhibit J, ELIN J700 (MAXIMIM AMOUNT \$5,400,000) FOB: Destination	5,400,000	Dollars, U.S.	\$1.00	\$5,400,000.00
				MAX NET AMT	\$5,400,000.00



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0704		UNDEFINED	Dollars, U.S.	UNDEFINED	\$28,100,000.00
OPTION	Spec Item 4, IDIQ, Seventh Option Period COST See Exhibit J, ELIN J701 (MAXIMUM AMOUNT \$28,100,000) FOB: Destination				
				MAX COST	\$28,100,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0705			Dollars, U.S.		
OPTION	Award Fee - Seventh Option Period FFP Spec Item 3, 1 October 2015 through 30 September 2016 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0706		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee - Seventh Option Period COST Spec Item 3, 1 October 2015 through 30 September 2016 FOB: Destination				

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0707 OPTION	Award Fee, IDIQ, Seventh Option Period FFP Spec Item 4, 1 October 2015 through 30 September 2016 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					<hr/>
					MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0708 OPTION	Award Fee, IDIQ, Seventh Option Period COST Spec Item 4, 1 October 2015 through 30 September 2016 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
070801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					MAX COST UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0801 OPTION	Spec Item 3, Eighth Option Period FFP See Exhibit K, ELINs K001 - K016, 1 October 2016 through 30 September 2017 FOB: Destination	12	Months		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080101 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0802 OPTION	Spec Item 3, Eighth Option Period COST See Exhibit K, ELINs K017 - K030, 1 October 2016 through 30 September 2017 FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0803 OPTION	Spec Item 4, IDIQ, Eighth Option Period FFP See Exhibit K, ELIN K700 (MAXIMUM AMOUNT \$5,600,000) FOB: Destination	5,600,000	Dollars, U.S.	\$1.00	\$5,600,000.00
				MAX NET AMT	\$5,600,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				<hr/>	
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0804		UNDEFINED	Dollars, U.S.	UNDEFINED	\$29,500,000.00
OPTION	Spec Item 4, IDIQ, Eighth Option Period				
	COST				
	See Exhibit K, ELIN K701 (MAXIMUM AMOUNT \$29,500,000)				
	FOB: Destination				
				MAX COST	\$29,500,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0805			Dollars, U.S.		
OPTION	Award Fee - Eighth Option Period FFP Spec Item 3, 1 October 2016 through 30 September 2017 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0806		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee - Eighth Option Period COST Spec Item 3, 1 Octobe 2016 through 30 September 2017 FOB: Destination				

MAX COST





ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0807 OPTION	Award Fee, IDIQ, Eighth Option Period FFP Spec Item 4, 1 October 2016 through 30 September 2017 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX  
NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0808 OPTION	Award Fee, IDIQ, Eighth Option Period COST Spec Item 4, 1 October 2016 through 30 September 2017 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
080801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0901		9	Monetary Value		
OPTION	Spec Item 3, Ninth Option Period FFP See Exhibit L, ELINs L001 - L016, 1 October 2017 through 30 June 2018 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090101		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0902		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Spec Item 3, Ninth Option Period COST See Exhibit L, ELINs L017 - L030, 1 October 2017 through 30 June 2018 FOB: Destination				

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090201 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0903 OPTION	Spec Item 4, IDIQ, Ninth Option Period FFP See Exhibit L, ELIN L700 (MAXIMUM AMOUNT \$5,900,000) 01 October 2017 through 30 September 2018. FOB: Destination	5,900,000	Dollars, U.S.	\$1.00	\$5,900,000.00
				MAX NET AMT	\$5,900,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090301 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0904		UNDEFINED	Dollars, U.S.	UNDEFINED	\$31,000,000.00
OPTION	Spec Item 4, IDIQ, Ninth Option Period COST See Exhibit L, ELIN L701 (MAXIMUM AMOUNT \$31,000,000) 01 October 2017 through 30 September 2018. FOB: Destination				
				MAX COST	\$31,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090401 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0905			Dollars, U.S.		
OPTION	Award Fee - Ninth Option Period FFP Spec Item 3, 1 October 2017 through 30 September 2018 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090501		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				


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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0906		UNDEFINED	Dollars, U.S.	UNDEFINED	
OPTION	Award Fee - Ninth Option Period COST Spec Item 3, 1 October 2017 through 30 September 2018 FOB: Destination				

MAX COST



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090601 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0907 OPTION	Award Fee, IDIQ, Ninth Option Period FFP Spec Item 4, 1 October 2017 through 30 September 2018 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090701 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					<hr/>
					MAX NET AMT \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0908 OPTION	Award Fee, IDIQ, Ninth Option Period COST Spec Item 4, 1 October 2017 through 30 September 2018 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090801 OPTION	Funding Placeholder COST Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					MAX COST UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
090901 OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination	UNDEFINED		UNDEFINED	
				MAX NET AMT	



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0910		1	Lump Sum		
OPTION	Award Fee - Phase-out FFP 1 July 2018 through 30 September 2018 FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
091001		UNDEFINED		UNDEFINED	
OPTION	Funding Placeholder FFP Funding Placeholder for Client SLINs FOB: Destination				

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000	Exhibit A - Phase-in FFP See Exhibit A, ELINs A001 - A030, 1 October 2008 through 31 December 2008 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00


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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9001	Exhibit B - Base Period FFP See Exhibit B, ELINs B001 - B016, 1 January 2009 through 30 September 2009 FOB: Destination	UNDEFINED		UNDEFINED	

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MAX NET AMT	
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002	Exhibit B - Base Period COST See Exhibit B, ELINs B017 - B030, 1 January 2009 through 30 September 2009 FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9003	Exhibit C - 1st Option Period FFP See Exhibit C, ELINs C001 - C016, 1 October 2009 through 30 September 2010 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9004	Exhibit C - 1st Option Period COST See Exhibit C, ELINs C017 - C030, 1 October 2009 through 30 September 2010 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9005	Exhibit D - 2nd Option Period FFP See Exhibit D, ELINs D001 - D016, 1 October 2010 through 30 September 2011 FOB: Destination	UNDEFINED		UNDEFINED	

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MAX NET AMT	
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9006	Exhibit D - 2nd Option Period COST See Exhibit D, ELINs D017 - D030, 1 October 2010 through 30 September 2011 FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9007	Exhibit E - 3rd Option Period FFP See Exhibit E, ELINs E001 - E016, 1 October 2011 through 30 September 2012 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9008	Exhibit E - 3rd Option Period COST See Exhibit E, ELINs E017 - E030, 1 October 2011 through 30 September 2012 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9009	Exhibit F - 4th Option Period FFP See Exhibit F, ELINs F001 - F016, 1 October 2012 through 30 September 2013 FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9010	Exhibit F - 4th Option Period COST See Exhibit F, ELINs F017 - F030, 1 October 2012 through 30 September 2013 FOB: Destination	UNDEFINED		UNDEFINED	


MAX COST                      UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9011	Exhibit G - 5th Option Period FFP See Exhibit G, ELINs G001 - G016, 1 October 2013 through 30 September 2014 FOB: Destination	UNDEFINED		UNDEFINED	


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MAX  
NET AMT




ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9012	Exhibit G - 5th Option Period COST See Exhibit G, ELINs G017 - G030, 1 October 2013 through 30 September 2014 FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9013	Exhibit H - 6th Option Period FFP See Exhibit H, ELINs H001 - H016, 1 October 2014 through 30 September 2015 FOB: Destination	UNDEFINED		UNDEFINED	
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9014	Exhibit H - 6th Option Period COST See Exhibit H, ELINs H017 - H030, 1 October 2014 through 30 September 2015 FOB: Destination	UNDEFINED		UNDEFINED	
				MAX COST	UNDEFINED




ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9015	Exhibit J - 7th Option Period FFP See Exhibit J, ELINs J001 - J016, 1 October 2015 through 30 September 2016 FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9016	Exhibit J - 7th Option Period COST See Exhibit J, ELINs J017 - J030, 1 October 2015 through 30 September 2016 FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST

UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9017	Exhibit K - 8th Option Period FFP See Exhibit K, ELINs K001 - K016, 1 October 2016 through 30 September 2017 FOB: Destination	UNDEFINED		UNDEFINED	


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MAX  
NET AMT








ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9018	Exhibit K - 8th Option Period COST See Exhibit K, ELINs K017 - K030, 1 October 2016 through 30 September 2017 FOB: Destination	UNDEFINED		UNDEFINED	


MAX COST UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9019	Exhibit L - 9th Option Period FFP See Exhibit L, ELINs L001 - L016, 1 October 2017 through 30 September 2018 FOB: Destination	UNDEFINED		UNDEFINED	

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MAX  
NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9020	Exhibit L - 9th Option Period COST See Exhibit L, ELINs L017 - L030, 1 October 2017 through 2018 FOB: Destination	UNDEFINED		UNDEFINED	

MAX COST UNDEFINED



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9021	Exhibit M - Phase-Out FFP See Exhibit M, ELINs M001 through M030. 01 July 2018 through 30 September 2018. FOB: Destination	UNDEFINED		UNDEFINED	
				MAX NET AMT	

## Section C - Descriptions and Specifications

### SECTION C

See Attachment JC-1 for the Performance Work Statement (PWS) pertaining to each of the following individual annexes:

Annex 1 General Information  
Annex 2 General Management and Administration)  
Annex 3 Bachelor Quarters  
Annex 4 Fire and Emergency Services  
Annex 5 Custodial Services  
Annex 6 Electrical  
Annex 7 Grounds Maintenance  
Annex 8 Compressed Air  
Annex 9 Wastewater  
Annex 10 Water  
Annex 11 Solid Waste Management  
Annex 12 Base Support Vehicles and Equipment  
Annex 13 Airfield Facilities  
Annex 14 Buildings and Structures  
Annex 15 Range Communications Systems  
Annex 16 Data Systems  
Annex 17 Environmental  
Annex 18 Facilities and Systems Engineering  
Annex 19 Food Service  
Annex 20 Aircraft Refueling and Fuels Management  
Annex 21 Base Communication Systems  
Annex 22 Launch Ordnance Systems  
Annex 23 Measurement Systems  
Annex 24 Pest Control  
Annex 25 Range Operations  
Annex 26 Security Operations  
Annex 27 Technical Directive Work Requests  
Annex 28 Supply and Logistics Support  
Annex 29 Optics  
Annex 30 Electronic Systems  
Annex 31 Marine Systems  
Annex 32 Aerial Target Systems

PWS Format Specification (Spec) Item 1 (General Information) - Non-cost information unique to the understanding of the technical requirements of this functional area.

Spec Item 2 (Management and Administration) - Management and Administrative requirements unique to the planning, execution, management and administration of the performance requirements of this spec.

Spec Item 3 (Requirements) – All technical requirements of this spec.

Spec Item 4 (IDIQ Work) – Indefinite Delivery Indefinite Quantity Work that is within the scope of this contract that will be ordered through a task order (includes On Demand work).

Section D - Packaging and Marking

SECTION D

This section is not applicable.

## Section E - Inspection and Acceptance

### CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

### CLAUSES INCORPORATED BY FULL TEXT

#### 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

## E.1 INSPECTION BY REGULATORY

### E.1 INSPECTION BY REGULATORY AGENCIES

a. Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

b. Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

c. The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

## E.2 GOVERNMENT PERFORMANCE AS

### E.2 GOVERNMENT PERFORMANCE ASSESSMENT

In accordance with FAR 52.246-4, INSPECTION OF SERVICES – FIXED PRICE clause, Section E, each phase of services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government will employ a variety of inspection methods and frequencies in order to assess the degree to which all service deliverables conform to contract performance standards. The Government may vary these inspection methods/frequencies as dictated by actual performance status. The results of all inspections will be documented and submitted to the Government Performance Assessment Board for periodic review, as set forth in the Government's Performance Assessment Plan.

The Government's Performance Assessment Plan is not a substitute for Contractor quality control. Government Performance Assessment Representatives will regularly assess deliverables for conformance to contract performance objectives and standards. If a performance inconsistency is apparent in the basic service deliverable (e.g., unsightly appearance of improved grounds), inspection will then be focused on component elements of the deliverable (e.g., mowing, edging). For any non-conformances identified at this level, assessment may then include review of Contractor material representations (e.g., Quality Management System).

Performance assessments will be used as input into any Award Fee decisions, the performance documentation requirements of FAR 42.15, and to substantiate any findings of non-conforming services in accordance with FAR 52.246-4.

Government performance assessment will also address any risks associated with future service deliverables. Current performance status, process outputs, trend data, and the material representations of the Contractor's technical proposal will all be considered as necessary in determining the likelihood of achieving required performance outcomes for deliverables that are not yet completed.

In the event the Government performance assessment indicates a high risk of future nonconforming services outcomes, the Contractor will be required to take pre-emptive/corrective action. The Contractor may receive reduced/negative performance evaluations until such time as quality control is restored and performance risks are mitigated.

Any non-conforming deliverables will be identified during periodic performance assessment meetings, and form the basis for price reduction or other consideration in accordance with FAR 52.246-4. Any such adjustments will be processed by the Contracting Officer and result in a formal contract modification.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;



- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

## F.1 TERM OF THE CONTRACT

### F.1 TERM OF THE CONTRACT

The base contract term shall be for a period of twelve (12) months (first three months for phase-in) with nine (9) 12-month option periods. In the Option Period 9, the last 3 months for Phase-Out. The Government has the option to extend the term of the contract in accordance with FAR 17.207, Exercise of Options.

## F.2 WORKING FILES

### F.2 WORKING FILES

a. In addition to all information described in FAR 52.215-2, "AUDIT AND RECORDS – NEGOTIATION", Alternate II in Section I, the Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and all other raw data required in the performance of this contract.

b. In accordance with SECNAVINST 5212.10A, all insulation/asbestos-related documents are to be labeled as such and transferred to the Contracting Officer after final payment.

### F.3 CONTRACT DATA REQUIREMENT

#### F.3 CONTRACT DATA REQUIREMENTS LIST (CDRL)

The CDRLs are provided in Section J of each individual annex.

### F.4 PLACE OF PERFORMANCE

#### F.4 PLACE OF PERFORMANCE

The place of performance for the work shall be for facilities operating under the PMRF Kauai at the following sites: Barking Sands, Makaha Ridge, Kokee Park, Port Allen, Kamokala Ridge, Niihau, and Kaula Island. PMRF also supports limited activities on Oahu at Mauna Kapu, Mount Kaala, and Kalaeloa (former Barbers Point) and on the island of Hawaii at the Moana Loa Observatory and Pohakuloa Training Area.

### F.5 INDIVIDUAL ANNEXES

#### F.5 INDIVIDUAL ANNEXES

Refer to each individual annex for additional requirements for deliverables.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991

G.1 CONTRACTING OFFICER AUTHO

G.1 CONTRACTING OFFICER AUTHORITY

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

G.2 APPOINTMENT OF ORDERING O

G.2 APPOINTMENT OF ORDERING OFFICER(S)

Ordering Officers under this contract are authorized by the Contracting Officer to execute task orders provided the total price for the task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

G.3 PROCEDURES FOR ISSUING OR

G.3 PROCEDURES FOR ISSUING ORDERS

a. Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1155 by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail, or if transmitted by other means (i.e. e-mail), when physically delivered to the Contractor.

b. Task orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of an SF 30 within two (2) working days from the time the oral direction is issued.

#### G.4 GOVERNMENT REPRESENTATIVE

##### G.4 GOVERNMENT REPRESENTATIVES

a. The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

\_X\_(1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

\_X\_(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task orders.

\_X\_(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

#### G.5 PRE-PERFORMANCE CONFERENCE

##### G.5 PRE-PERFORMANCE CONFERENCE

Within 30 days of contract award, prior to commencement of the work, the Contractor will meet with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

#### G.6 CONTRACT TASK ORDERS FOR

##### G.6 CONTRACT TASK ORDERS FOR COST REIMBURSEMENT AWARD FEE AND FIXED PRICED AWARD FEE

Work under this contract shall be ordered by written task orders issued on a DD Form 1155 (Order for Supplies or Services) as referenced in DFARS 253.303-1155.

#### G.7 ORDERING PROCEDURES

##### G.7 ORDERING PROCEDURES

Each task order shall be placed in accordance with the following procedures:

a. Request for Proposal (RFP) – The Contracting Officer shall furnish the contractor with a written request for proposal. The request shall include:

(1) A description of the specified work required (including a designation of whether the service requested will be fixed-priced or cost reimbursable;

- (2) The delivery schedule;
- (3) The anticipated performance period and critical milestones;
- (4) The place and manner of inspection and acceptance; and
- (5) Any other pertinent information (such as applicable Service Contract Act or Davis-Bacon Act wage determinations).

b. Proposal – The contractor shall, within the time specified in the task order or RFP, provide an original via electronic mail (e-mail), to the Contracting Officer with:

(1) The tasks to be performed and detailed cost estimate showing direct and indirect costs, to include direct labor hours by labor categories, labor rates and applicable fringes, other direct cost such as direct materials, subcontracts, and travel, and applicable indirect rates to include Annex 2 allocation and G&A formatted consistent with the requirements to the PWS. Labor and indirect rates (including fringes, overhead, G&A and Annex 2 Allocations) shall be bid in accordance with pre-established direct labor rates and indirect rate ceilings. Additional backup cost data shall be provided as appropriate.

(2) Proposed schedule for completing the contract task order.

(3) Dollar amount and type of proposed subcontract (including information required by and in accordance with FAR 52.244-2, SUBCONTRACTS (ALTERNATE I)(See Section II);

(4) Maximum award fee calculated at the rates listed in G.14.

(5) Total estimated fixed price plus award fee or cost plus award fee.

c. Discussions/Negotiations – Upon receipt of the proposal, the Contract Specialist and Contracting Officer's Representative (or Subject Matter Expert), will review the proposal to ensure acceptability to the Government and enter into discussions/negotiations with the contractor, as necessary.

d. Award – Upon completion of this process, the Contracting Officer shall execute a task order issued on a DD Form 1155 and forward to the contractor via e-mail). Only upon receipt of such an executed order, signed by the Contracting Officer, shall the contractor commence work.

e. Each task order shall include as a minimum:

- (1) Date of the order;
- (2) Contract and Task Order number;
- (3) Statement of Work, including references to applicable specifications;
- (4) The delivery date or period of performance;
- (5) Accounting and appropriation data; and
- (6) An estimated cost of performance and award fee. Under no circumstances shall the contractor exceed 100% of the estimated costs (excluding award fee) without prior written authorization by the Contracting Officer.
- (7) The place and manner of inspection and acceptance;
- (8) Any Government-furnished property, material, or facilities to be made available for performance of the order;

(9) The names, addresses and phone numbers of the applicable Contracting Officer and its representatives, as well as any other necessary points of contacts; and

(10) Any other information deemed necessary to the performance of the order.

f. The contractor shall notify the Contracting Officer if any apparent difficulties with regard to performance according to the terms of the order are anticipated or any time difficulties in performance arise. Each task order shall be deemed to include the clauses LIMITATION OF COSTS (APR 1984) (FAR 52.232-20) and LIMITATION OF FUNDS (APR 1984) (FAR 52.232-22) which are located in Section I, and such clause shall be applicable to each task order. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs the contractor expects to incur under the contract task order in the next 60 days, when added to all costs previously incurred, will exceed 75% of the estimated cost of the task order. If, at any time during performance of an order, it appears that additional funds will be required to complete performance of the contract task order, the contractor shall promptly notify the Contracting Officer in writing. Such notification shall include the costs expended, an estimate of costs required to complete the order, and an explanation of why the originally negotiated estimated cost was not adequate. The Government shall have the right to require the contractor to continue performance up to the originally estimated cost level and to suspend work thereafter; to negotiate a new set of work priorities to be completed within the remaining funds; or to modify the order, increasing the estimated cost to the level appropriate for completion of the work without additional fee. Fee may be increased only if there is an increase to the original scope of the order.

## **G.8 NOTIFICATION REQUIRED UND**

### **G.8 NOTIFICATION REQUIRED UNDER LIMITATION OF COST AND LIMITATION OF FUNDS CLAUSES**

LIMITATION OF COST, FAR 52.232-20 (APR 1984), and LIMITATION OF FUNDS, FAR 52.232-22 (APR 1984), incorporated by reference in Section I, are applicable to each task order. Limitation of Cost applies if the task order is fully funded at the time of issuance. Limitation of Funds applies if the task order is incrementally funded.

#### **a. For LIMITATION OF COST:**

(1) The costs the contractor expects to incur under the task order in the next 60 days (unless varied in the task order) when added to all costs previously incurred, will exceed 75 percent (unless varied in the task order) of the estimated cost specified in task order;

(2) The total cost for the performance of the task order, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

#### **b. For LIMITATION OF FUNDS:**

(1) The costs the contractor expects to incur under the task order in the next 60 days (unless varied in the task order), when added to all costs previously incurred, will exceed 75 percent (unless varied in the task order) of the total amount so far allotted to the task order;

(2) Sixty (60) days (unless varied in the task order) before the end of the period specified in the task order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the task order.

NOTE: Notification requirements aspects of LIMITATION OF COST and LIMITATION OF FUNDS are restated

here for emphasis. Other aspects of these clauses, incorporated by reference in Section I herein, which are not restated above remain in full force and effect as if provided in full text.

#### G.9

##### G.9 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR for this contract will be appointed in writing by the Contracting Officer at the time of award.

A COR is NOT a Contracting or Ordering Officer and DOES NOT have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or task order), or to direct the accomplishment of effort which goes beyond the scope of the Performance Work Statement in the contract (or task order).

The COR is technically responsible for monitoring contractor performance and is the sole technical point of contact. However, a Navy Subject Matter Expert (SME) may be assigned by the Contracting Officer to assist the COR in executing inspection and monitoring duties where the surveillance and monitoring burden of the contract is significant. The SMEs will be noted on individual task orders, as required.

The Contracting Officer may also appoint, in writing, an alternate COR to perform the responsibilities and functions of the COR.

#### G.10 TECHNICAL DIRECTION

##### G.10 TECHNICAL DIRECTION

- a. As provided by the contract clause, "CONTRACTING OFFICER'S REPRESENTATIVE (COR)", performance of work under this contract is subject to the written technical direction of the COR, who shall be specifically appointed by the Contracting Officer in writing. "Technical Direction" means a directive to the Contractor that approves approaches, solutions, or refinements; fills in details or otherwise completes the general description of the work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instructions to the Contractor.
- b. All technical direction shall be issued in writing by the COR.
- c. The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined the Changes clause;
  - (3) In any manner causes an increase or decrease in the total estimated cost, award fee, or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract;
  - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract, or;



(6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on cost or funds set forth in this contract.

d. When, in the opinion of the Contractor, the COR or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract (or above core task order), the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract (or task order) or has otherwise resolved the issue.

## G.11 INVOICING INSTRUCTIONS F

### G.11 SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:  
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

Information for payment through WAWF will be provided with each task order.

Reference: DFARS 232.7003(a)

**Note: Cost based task orders will be issued for the total amount of the requirement but invoiced through wide area workflow not more than once a month.**

## G.12 INVOICING INSTRUCTIONS A

### G.12 INVOICING INSTRUCTIONS AND PAYMENT TERMS

a. The Contractor shall submit invoices monthly (public voucher SF 1034) and supporting documentation for each invoice to the cognizant Defense Contract Audit Agency (DCAA) Office pursuant to FAR 52.216-7, Allowable Cost and Payment (DEC 2002) at the following address:

(as designated at time of contract award)

In addition, submit invoices also to the Pacific Missile Range Facility (PMRF) in electronic format and two (2) paper copies (one (1) copy shall be marked "original") for services performed. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals in accordance with the payment clauses in the RFP.

- b. Invoices for the Indefinite Quantity portion of the work shall be submitted with a copy of the Task Order attached. The Contracting Officer will consider partial payments for exceptionally large projects.
- c. Upon notification by the Fee Determination Official of the award fee amount, the Contractor shall submit an invoice for the award fee amount specified.
- d. An invoice is a request for payment under the contract, for supplies, delivered or services rendered. The following minimum detail is required at the subtask level (e.g. sub-ELINs), at the annex and task order summary level, and the contract summary level unless otherwise directed by the Contracting Officer. In order to be proper, an invoice must include as applicable, the following:
  - (1) Invoice date;
  - (2) Name of Contractor;
  - (3) Contract number (including order number if any), and voucher number (numbered sequentially from "1"). Contract line item number, description of supplies or services, quantity, contract unit of measure and unit price, and extended total;
  - (4) Shipment number and date of shipment (bill of lading number and weight of shipment will be shown for shipments on government bills of lading);
  - (5) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);
  - (6) Name (where practicable); title, phone number, e-mail address, mailing address, of person to be notified in the event of an improper invoice; and
  - (7) Any other information or documentation required by other provisions of the contract (such as ACRN as identified in the Accounting and Appropriation date in proportions that reasonably reflect the performance of the work on the contract).

Under the provisions of DFARS 242.803(b), the DCAA auditor is an authorized representative of the Contracting Officer for examining vouchers received directly from the Contractor. Those costs claimed, which are determined by the DCAA auditor to be unallowable or suspended, will be identified on DCAA Form 1 "Notice of Contract Costs Suspended and/or Disapproved", which will be issued to the Contractor with a copy to the cognizant ACO. On such actions of suspended or disapproved costs, the Contractor may appeal, in writing, to the cognizant ACO, who will make a determination promptly in writing. Any final decision by the Contracting Officer may be appealed thereafter in accordance with the provisions of FAR 52.233-1 Disputes (JUL 2002) ALT I (DEC 1991).

Invoices requesting interim payments under this cost reimbursable contract shall be submitted once a month. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice, except for adjustments to annual indirect rates which will be ascertained at time of audit. The Contracting Officer may disallow charges older than 90 days.

Incurred cost invoiced shall be in accordance with FAR 52.216-7, Allowable Cost and Payment (DEC 2002). (Cost Reimbursable subcontractor invoices must contain the same format and level of detail specified for the prime). The invoice shall contain a summary section for the contract as a whole and for each contract task order. Billing data shall show current and cumulative totals to date for each cost element. Detailed summaries for contract task orders shall report billing data for all cost elements to the third WBS level. The following minimum detail is required at the third WBS level, at the CTO summary level, and the contract summary level unless otherwise directed by the Contracting Officer:

- (1) Contract Number and Invoice Number (numbered sequentially from "1").
- (2) CTO Number, project title and brief description of work.
- (3) Direct Labor. Provide regular and premium direct labor hours specifying labor category and labor hours used. Provide an alphabetical listing by employees including: a record of time worked showing the name of the

individual, labor classification for function performed, hours worked, hourly rate paid and total paid to each individual. Current labor charges must be able to be substantiated by individual daily job time cards.

(4) Material. Charges are to be substantiated by evidence of actual payment and shall include all cash and trade discounts, rebates, allowances, credits, salvage, commissions and other benefits. This shall include a brief but specific explanation of current charges.

(5) Subcontract. Provide an information copy of each invoice and identify the period of performance. Provide a list summarized for each vendor which shows the vendor's name, amount billed, and date paid. For cost reimbursement subcontracts, show the amount of fee separate from the cost of performance.

(6) Travel, Relocation and Per Diem. Reimbursement of travel costs will be in accordance with the Joint Travel Regulation (JTR) as determined applicable by the Contracting Officer. Reimbursement of relocation costs will be in accordance with FAR 31.205-46. Current travel amounts are to be supported with expense reports and receipts and the following data for each trip: (i) dates of travel; (ii) mode of transportation and costs; (iii) point of origin; (iv) destination; (v) name of traveler; (vi) reason for travel; and (vii) per diem rates.

(7) Other Direct Costs (ODCs). Provide a list summarized per ODC category which shows the vendor's name, amount billed per vendor, and date paid. This list shall be supported by a copy of the receipt, if applicable. For in-house effort, show how the cost was computed.

(8) Facilities Costs.

(9) Equipment. Identify and segregate the costs associated with Contractor-Acquired equipment, rental equipment and Contractor-Owned equipment (expensed using an equipment usage rate). Provide a list summarized for each vendor which shows the vendor's names, amount billed, and date paid. The list shall reflect the period of performance and shall be support by a copy of receipts or subcontractor invoices for the charges.

(10) Transportation and Disposal Costs.

(11) Indirect Costs. Identify rates, bases, and amounts.

(12) Award Fee Paid.

e. Electronic vouchering procedures will be implemented that will require the contractor to submit vouchers and back-up data by electronic means.

### **G.13 INVOICING PROCEDURES FOR**

#### **G.13 INVOICING PROCEDURES FOR UNCOMPENSATED OVERTIME**

a. The contractor hereby warrants that billing under this contract shall be based upon their Defense Contract Audit Agency (DCAA) approved procedures for uncompensated overtime and that it will achieve any reductions of the 40 hour work week salary rate for exempt personnel as included in its proposal. Reconciliation to the expanded average work week (and reduced average hourly rate) shall be accomplished annually. The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause.

b. The contractor and subcontract(s) shall provide and maintain an accounting system acceptable to the Government, which records all hours worked (including those in excess of eight hours per day and/or 40 hours per week) for all types of contracts and for all customers. In addition, all hours shall be burdened and shall be in the base for allocation of overhead and general administrative expenses.

- c. Within 45 days after completion of each annual period of performance, the contractor shall submit reports showing the aggregate percentage reduction in billing rates due to the expanded work week for the performance period. In the event that such actual reduction is less than the reduction proposed, the cost attributable to that difference will be disallowed by the contracting officer or taken out of subsequent award fee payments.
- d. The contractor hereby agrees to provide the following breakdown with invoices: A list of all individuals direct-charged, with each individual's name, contract (or subcontract) labor category, Government labor category, current and cumulative labor hours by individual, as well as the number of regular hours (based on a 40 hour work week) and the number of hours worked in excess of a 40 hour work week.

#### G.14 AWARD FEE CALCULATION AND PAYMENT

##### G.14 AWARD FEE CALCULATION AND PAYMENT

- a. Maximum Award Fee rates for both prime and subcontract costs will be fixed at 10%.
- b. Each task order will contain a maximum award fee which will be established by multiplying the total contract task order amount (less **Other, Contractor furnished Equipment and Facilities, Cost Reimbursable Contractor furnished Material**, and fee on cost reimbursable subcontracts at any tier) by 10%.

The award fee pool will NOT be adjusted for cost overruns or when an order has been completed at less than the total estimated cost. Adjustments to the award fee WILL be made for modifications which cause an increase or decrease to the "scope" of the task order. **(NOTE: ALL REWORK WILL BE NON-FEE BEARING).**

- c. For award fee period, the available award fee (or award fee pool) will be calculated by the Government developing a percentage of physical completion for each task order at the end of each award fee period.
- d. The Contractor will be given an award fee rating based on performance as measured against the elements incorporated in the Award Fee Plan (Attachment JG-1).
- e. For any task order which is not 100% complete within an evaluation period, no less than 10% of the available award fee will be retained until the completion of the task order. Upon completion, all remaining award fee for the task order will be eligible for evaluation.
- f. The award fee rating is a Government determination NOT subject to FAR 52.233-1 Disputes. (OCT 1995) ALT I (DEC 1991).

NOTE: For cost reimbursable subcontracts no fee shall be charged against any subcontractors' fees. This prohibition of "fee on fee" for cost reimbursable subcontracts shall apply to all tiers of subcontracting.

#### G.15 STAFFING/PHASE-IN

##### G.15 STAFFING/PHASE-IN

Contract Task Orders may be issued on the date the contract becomes effective. The contractor is required to be fully staffed and operational 90 days after the effective date of the contract. The contractor shall provide a balanced work force as needed to accomplish work required under contract task orders issued.

## G.16 TRAVEL COSTS

### G.16 TRAVEL COSTS

a. Travel Policy. Generally, the Government will reimburse the Contractor for all allowable, allocable and reasonable travel costs incurred by the contractor in performance of the contract/CTO in accordance with FAR 31.2 and the rules and definitions set forth for relocation, temporary duty and local travel in the JTR, but not to exceed the amounts authorized in the JTR.

b. Official Travel.

(1) Temporary Duty (Overnight Stay Required) Beyond 50 Miles Radius. If a temporary duty station to which an employee is required to travel in the performance of this contract is beyond the circular boundary created by a 50 mile radius of the employee's official point of departure, and the period of official travel is greater than two hours more than the employee's regular work day, the cost of transportation and per diem will be reimbursed. Official travel begins at the time an employee leaves his/her home, office, or other authorized point of departure and ends when the traveler returns to his/her home, office, or other authorized point at the conclusion of the trip.

(2) One Day Travel (Overnight Stay Not Required) Beyond 50 Miles Radius. When the period official travel is 24 hours or less, but exceeds the employee's regular work day by greater than four hours, transportation and meals and incidental expenses (M&IE) will be reimbursed, consistent with company policy but not to exceed the amounts authorized in the JTR. Allowable reimbursement for M&IE may be prorated as provided in the JTR.

(3) Local Travel (within 50 Miles Radius of Official Point of Departure) or at Temporary Duty Station. Cost of commercial transportation and privately owned vehicles (POV mileage) used in the performance of this contract for local travel or at a temporary duty station will be reimbursed, if approved by appropriate Contractor supervisory personnel as advantageous to the Government. For local travel required in the performance of this contract, transportation costs will be reimbursed for the distance that exceeds the employee's regular commuting distance.

## G.17 CONTRACT ADMINISTRATION

### G.17 CONTRACT ADMINISTRATION DATA

The Procuring Contracting Officer (PCO) for this acquisition is:

Mr. Stephen Durrett  
Fleet & Industrial Supply Center  
1942 Gaffney Street, Code 201  
Pearl Harbor, HI 96860-4549  
E-mail: [stephen.durrett@navy.mil](mailto:stephen.durrett@navy.mil)  
Telephone: (808) 473-7566

The Administrative Contracting Office for this acquisition is:

Ms. Judith Moore  
Pacific Missile Range Facility  
P.O. Box 128  
Kekaha, HI 96752-0128  
E-mail: [judith.moore@navy.mil](mailto:judith.moore@navy.mil)  
Telephone: (808) 471-6731



Facsimile No.: (808) 473-5750

### G.18 REPRESENTATIVE OF THE CO

#### G.18 REPRESENTATIVE OF THE CONTRACTOR (FISCPH)

In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

Name: [REDACTED]  
Title: [REDACTED]  
Address: [REDACTED]  
Telephone: [REDACTED]  
E-mail Address: [REDACTED]

(Local Clause G)

### G.19 CONTRACT AUDIT OFFICE

#### G.19 CONTRACT AUDIT OFFICE

The contract audit will be performed by:

For [REDACTED]  
Defense Contract Audit Agency  
Lockheed Martin Orlando Resident Office  
Orlando Suboffice  
2500 Lakemont Avenue  
PO Box 140853  
Orlando, FL 32814-0853  
Phone: 407-646-4216

For [REDACTED]  
Defense Contract Audit Agency  
Ms. Tina Fletcher  
Branch Manager  
Denver Branch Office  
7112 West Jefferson Ave, Suite 200  
Lakewood, CO 80235-2327  
Phone: 303-969-5000  
Fax: 303-969-5056  
E-mail: [dcaa-fao3121@dcaa.mil](mailto:dcaa-fao3121@dcaa.mil)

### G.20 PROPERTY ADMINISTRATION

#### G.20 PROPERTY ADMINISTRATION (PA)

The PA for this contract is:

Ms. Raynette H. Akana

P.O. Box 128

Kekaha, Hawaii 96752-0128

e-mail: [Raynette.Akana@navy.mil](mailto:Raynette.Akana@navy.mil)

Telephone No.: (808) 335-4644

(808) 471-6644 (DSN)

Facsimile: (808) 335-4304

(808) 471-6304 (DSN)

The Alternate PA for this contract is:

Mr. Xavier Ignacio

P.O. Box 128

Kekaha, Hawaii 96752-0128

e-mail: [Xavier.Ignacio@navy.mil](mailto:Xavier.Ignacio@navy.mil)

Telephone No.: (808) 335-4643

(808) 471-6643 (DSN)

Facsimile: (808) 335-4304

(808) 471-6304 (DSN)

The Contractor will submit procedures for control of Government-Furnished Property (including, but not limited to, acquisition, receiving, and disposition), via the COR, through the Contracting Officer to the Government Property Administrator (GPA) not later than 30 days after the start of the full performance period of the contract. These procedures must be approved by the GPA prior to completion of the phase-in period. The approved procedures shall also be in place no later than the last day of the phase-in period.

## G.21 LIQUIDATED DAMAGES

### G.21 LIQUIDATED DAMAGES

Liquidated damages shall be applied to all construction projects in accordance with FAR Subpart 11.5, Liquidated Damages. The liquidated damage rate(s) set forth in Section H, paragraph H.10, Consequences of Contractor's Failure to Perform Required Services, does not apply to construction projects.

## Section H - Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

#### 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### H.1 ORGANIZATIONAL CONFLICT OF

##### H.1 ORGANIZATIONAL CONFLICTS OF INTEREST

a. The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

#### H.2 COMBINATION FIXED-PRICE A

##### H.2 COMBINATION FIXED PRICE AWARD FEE (FPAF) WITH INDEFINITE QUANTITY CONTRACT AND COST-PLUS AWARD FEE (CPAF) WITH INDEFINITE QUANTITY CONTRACT

a. This is a combination Fixed Priced Award Fee (FPAF) with Indefinite-Delivery Indefinite-Quantity (IDIQ) provisions, and Cost-Plus Award Fee (CPAF) with IDIQ provisions for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. The performance requirements for the contract are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The estimated amounts and quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

b. Work items for the indefinite quantity portion of the contract can consist of any of the requirements in Spec Item 3 of the PWS and specifically identified in Spec Item 4. The amounts of supplies and services specified in



accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

c. Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract. The stated maximum amounts for Indefinite Delivery Indefinite Quantity for the fixed price and cost plus are found in Schedule B and in Exhibits B through L in the TF! Software and are summarized with estimated amounts by year as follows:

	Fixed Priced IDIQ		Cost Plus IDIQ		Total IDIQ	
	Estimated	Maximum	Estimated	Maximum	Estimated	Maximum
Base	\$1,000,000	\$ 3,000,000	\$ 11,000,000	\$ 17,000,000	\$ 12,000,000	\$ 20,000,000
Option Year 1	\$1,500,000	\$ 4,000,000	\$ 13,500,000	\$ 21,000,000	\$ 15,000,000	\$ 25,000,000
Option Year 2	\$1,580,000	\$ 4,200,000	\$ 14,200,000	\$ 22,000,000	\$ 15,780,000	\$ 26,200,000
Option Year 3	\$1,650,000	\$ 4,400,000	\$ 14,900,000	\$ 23,200,000	\$ 16,550,000	\$ 27,600,000
Option Year 4	\$1,740,000	\$ 4,600,000	\$ 15,600,000	\$ 24,300,000	\$ 17,340,000	\$ 28,900,000
Option Year 5	\$1,800,000	\$ 4,900,000	\$ 16,400,000	\$ 25,500,000	\$ 18,200,000	\$ 30,400,000
Option Year 6	\$1,900,000	\$ 5,100,000	\$ 17,200,000	\$ 26,800,000	\$ 19,100,000	\$ 31,900,000
Option Year 7	\$2,000,000	\$ 5,400,000	\$ 18,000,000	\$ 28,100,000	\$ 20,000,000	\$ 33,500,000
Option Year 8	\$2,100,000	\$ 5,600,000	\$ 19,000,000	\$ 29,500,000	\$ 21,100,000	\$ 35,100,000
Option Year 9	\$2,200,000	\$ 5,900,000	\$ 20,000,000	\$ 31,000,000	\$ 22,200,000	\$ 36,900,000
<b>Total</b>	<b>\$17,470,000</b>	<b>\$47,100,000</b>	<b>\$ 159,800,000</b>	<b>\$ 248,400,000</b>	<b>\$ 177,270,000</b>	<b>\$ 295,500,000</b>

d. Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

e. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

### H.3 SECURITY REQUIREMENTS

### H.3 SECURITY REQUIREMENTS

a. The Contractor and its subcontractors shall comply with all security requirements specified in the contract as well as all activity security requirements. Upon request, the Contractor shall submit the name and address of all personnel hired for work on this contract, and questionnaires, and other forms as may be required for security clearances.

b. Contractor and subcontractor employees shall not disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

c. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the attention of the Contractor or any person under his control in connection with work under this contract, may subject the Contractor, his agents or employees to criminal

liability under 18 U.S.C. Sec. 793, "Gathering, Transmitting, or Losing Defense Information," 18 U.S.C. Sec. 794 "Gathering or Delivering Defense Information to Aid Foreign Government" and 18 U.S.C. Sec. 798, "Disclosure of Classified Information"

d. Deviations from or violations of any of the provisions of this contract requirement will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the withdrawal of the Government's acceptance and approval of employment of the individuals involved.

e. Classified and/or politically sensitive material shall not be released without prior written consent of the Contracting Officer, or as expressly stated in the statement of work. In the event the Contractor requires access to classified information during performance, procedures prescribed by FAR 4.4 for safeguarding classified information shall apply.

Note: The Contractor's attention is particularly directed to reference FAR 52.204-2, "Security Requirements" (Aug 1996) Alternate II (Apr 1984) incorporated by reference in Section I.

#### H.4 CONTRACTOR GENERATED AND/

#### H.4 CONTRACTOR GENERATED AND/OR COLLECTED INFORMATION

a. Information generated and/or collected by the Contractor in the performance of this contract, in any media (e.g. electronic, paper, etc.), is considered to be Government owned and must be returned to the possession of the Government at the completion of the contract. This shall include, but not be limited to any statements of work, performance work statements, data collected concerning facility/utility usage, data collected concerning consumption of materials and supplies, logs and records, maintenance records, inventories, databases, Standard Operating Procedures (SOP) and drawings.

b. The Government shall have reasonable access to the Contractor's management information systems (MIS).

#### H.5 WILDLIFE PROTECTION

#### H.5 WILDLIFE PROTECTION

The Navy PMRF activities may impact or have the potential to impact threatened species, endangered species, wildlife areas and critical habitats. Before commencing work that may disturb threatened species, endangered species, wildlife areas and critical habitats, the Contractor shall obtain all necessary permits or consultations.

#### H.6 HISTORICAL AND ARCHAEOLOG

#### H.6 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

Carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Upon discovery, notify the Contracting Officer. Stop work in the immediate area of the discovery until directed by the Contracting Officer to resume work. The Government retains ownership and control over historical and archaeological resources.

## H.7 ACTIVITY REGULATIONS

### H.7 ACTIVITY REGULATIONS

The Contractor shall ensure all Contractor and subcontractor employees become acquainted with and obey all Government Installation regulations.

## H.8 FIRE PREVENTION

### H.8 FIRE PREVENTION

The Contractor shall observe all requirements for handling and storing combustible supplies, materials, waste, and trash in a manner that prevents fire or hazards to persons, facilities, and material. Contractor employees and subcontractors operating critical equipment must be trained by the Contractor on how to properly respond to a fire emergency.

## H.9 SALVAGE

### H.9 SALVAGE

In addition to FAR 52.245-2, "Government Property Installation Operation Services (June 2007)", incorporated in Section I, upon completion of work at each individual work site, all material and equipment which are removed or disconnected, and which are sound and of value, but are not indicated or specified for disposal or reuse shall remain the property of the Government.

## H.10 CONSEQUENCES OF CONTRACT

### H.10 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, Inspection of Services - Fixed Price (Aug 1996) and the Section E provision entitled Government Performance Assessment. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

a. PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

(1) May give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for nonperformed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) May, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within

6 hours of notice to the Contractor. In the case of other work, corrective action must be completed within 24 hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) Shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the value of all observed defects.

(4) May, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of 10 percent of the computed cost.

b. The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

c. Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, Default (Fixed Price Supply And Service) of Section I and all other remedies for default as may be provided by law.

d. When Watchstanding Services apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of 30 minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;

(1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

## **H.11 ESTIMATING THE PRICE OF**

### **H.11 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK**

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non-

performed or unsatisfactory performance, will be calculated in accordance with the Consequences Of Contractor's Failure To Perform Required Work clause.

## H.12 REQUIRED INSURANCE

### H.12 REQUIRED INSURANCE

(a) Within fifteen (15) days after award of this contract, the Contractor shall furnish the Contracting Officer a Certificate of Insurance as evidence of the existence of the following insurance coverage in amounts not less than the amount specified below in accordance with FAR 52.228-5, "Insurance – Work on a Government Installation (Jan 1997)", in Section I. This insurance must be maintained during the entire performance period. Before commencing on this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer.

#### COVERAGE

Comprehensive General Liability: \$500,000 per occurrence

Automobile Liability: \$200,000 per person; \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage.

Workman's Compensation: As required by Federal Worker's compensation.

Employer's Liability Coverage: \$100,000 except in areas where workers' compensation may not be written by private carriers.

(b) Above insurance coverages are to extend to Contractor personnel operating Government owned equipment and vehicles.

(c) The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage. Other requirements and information are contained in the aforementioned "Insurance" clause.

## H.13 EMPLOYMENT OF NAVY PERSONNEL

### H.13 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (FISHPH) (JUL 1997)

In performing this contract, the contractor will not use as a consultant or employee (on either a full or part time basis), any active duty navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

## H.14 KEY PERSONNEL REQUIREMENTS

### H.14 KEY PERSONNEL REQUIREMENTS (FISCPH) (SEP 1993)

- a. Certain skilled, experienced professional and/or technical personnel are essential for successful contractor accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.
- b. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under the contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.
- c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer which is necessary to approve or disapprove the proposed substitution. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the contractor of his/her approval or disapproval thereof in writing.
- d. If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the delivery order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he/she finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.
- e. The key personnel are referred to Annex 2, PWS Section 2.7, Personnel Requirements, and in each Annex.

#### H.15 SUBSTITUTIONS OF KEY PER

##### H.15 SUBSTITUTIONS OF KEY PERSONNEL (FISCPH 2007)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

#### H.16 PERSONNEL QUALIFICATIONS

##### H.16 PERSONNEL QUALIFICATIONS

- a. Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements equal to or higher than the personnel requirements as set forth in the contractor's proposal and shall be fully capable of performing in an efficient, reliable, and professional manner.
- b. If the Contracting Officer or COR questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the

Contractor.

c. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the PWS. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

## H.17 GOVERNMENT REVIEW OF RES

### H.17 GOVERNMENT REVIEW OF RESUMES

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualification terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the COR or Contracting Officer.

## H.18 SUBSTITUTION OF PERSONNE

### H.18 SUBSTITUTION OF PERSONNEL (FISCPH) (SEP 1993)

- a. The offeror agrees to assign to the contract those persons whose resumes were submitted with its proposal who are necessary to fill the requirements of the contract. No substitutions shall be made except in accordance with this clause.
- b. The offeror agrees that during the first 180 days of the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180-day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days, (thirty (30) days if a security clearance is to be obtained), in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (c) below.
- c. All requests for substitution must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer which is necessary to approve or disapprove the proposed substitution. All proposed substitutes at any time during performance of this contract must have qualifications that are equal to or higher than the qualifications of the person being replaced. The Contracting Officer or its authorized representative will evaluate such requests and promptly notify the Contractor of its approval or disapproval thereof.
- d. Personnel subject to this clause are understood to be those individuals for whom resumes were submitted.
- e. Adding additional personnel to be used in a labor category shall be considered a substitution of personnel. The only exception to this prohibition shall be in the event of an indefinite quantity contract where the Government has issued a task order for labor hours that would exceed a normal forty-hour week if performed only by the number of employees originally proposed. Any additional personnel added on the basis of this provision must have qualifications no less than those of at least one of the individuals proposed for that labor category.

## H.19 REMOVAL OR UNAVAILABILITY

### H.19 REMOVAL OR UNAVAILABILITY OF KEY PERSONNEL (FISCPH) (SEP 1993)

- (a) The Contractor agrees to notify the COR within two (2) days of the removal of any approved key personnel from contract performance and the reason(s) for the removal.
- (b) If key personnel are to be unavailable for performance under this contract for any proposed or active delivery order for a period of more than two (2) days, the Contractor must notify the COR at least seven (7) days in advance or lesser period if necessitated by death, illness or termination of employment and, if required by the COR, provide a resume containing qualifications which are equal to or higher than the requirements for the applicable labor category for approval prior to commencement of any work under this contract.

## H.20 COMMITMENT OF PERSONNEL

### H.20 COMMITMENT OF PERSONNEL (FISCPH) (2003)

- a. Prior to award, the Contracting Officer may require any offeror to certify that personnel whose resumes were submitted for evaluation are available to work on, and shall be assigned to, the contract resulting from this procurement.
- b. This certification, which must be signed by a duly-authorized company representative shall:
  - (1) List all personnel proposed for evaluation; and
  - (2) Indicate whether each individual listed is available to work on, and shall be assigned, to the contract.
- c. If the certification indicates that proposed personnel are unavailable to work on the contract or that proposed personnel may not be assigned to the contract, then the Navy may reevaluate that offeror's proposal.

## H.21 REIMBURSEMENT OF RELOCAT

### H.21 REIMBURSEMENT OF RELOCATION COSTS

Relocation costs are costs incident to the permanent change of duty assignment (for an indefinite or stated period, but in either event of not less than 12 months). Relocation costs will be paid for Key Personnel positions only specified in Annex 2, paragraph 2.7 for costs that are allowable in accordance with FAR 31.205-35. Freight costs will not be allowed for transfer of automobiles. Car rental will not be an allowable cost in connection with relocation of Key Personnel.

## H.22 PHASE-IN/PHASE-OUT (TRAN

### H.22 PHASE-IN/PHASE-OUT (TRANSITION PERIODS) (FISC PH) (SEP 1997)

- a. Plan. The Contractor shall develop and submit both a Phase-In and a Phase-Out Plan as part of his Management Plan. Taking into consideration that limited time and personnel will be available to train the successor Contractor's personnel during the transition periods, this plan shall present a clear understanding of the problems



involved in phase-in and phase-out and present reasonable solutions to these problems. The plan shall also identify the successor Contractor's phase-in/phase-out intentions that will result in assumption of total responsibilities under the Contractor as part of their proposal for Contract phase-in and a draft for the Contract phase-out plans with a final no later than 90 days after award of the contract. The plan shall, at a minimum, address the following items and as discussed in Annex 2 Section 3.13 and 3.14:

- (1) Employee recruitment (phase-in)
- (2) Employee Labor Categories
- (3) Phase-in and phase-out of key personnel
- (4) Interface with the Government
- (5) Equipment/material management, include plan to insure continuity of material flow
- (6) Supervision of phase-in and phase-out
- (7) Manning of phase-in and phase-out
- (8) Development and promulgation of operating instructions, procedures and administrative control mechanisms
- (9) Initial training, indoctrination and orientation of employees (phase-in)
- (10) Government and Contractor-furnished equipment, material and facilities inventory process
- (11) Facility planning
- (12) Security planning, including as a minimum
  - (a) the number and names of personnel requiring clearances
  - (b) the number and names of personnel currently holding valid clearances and the level of those clearances
  - (c) a facility security plan
  - (d) a classified document transfer plan
- (13) Detailed schedule on how the phase-in and phase-out plan will be accomplished

b. Phase-In. Upon award, the successor Contractor shall begin phase-in in accordance with the requirements contained in the Phase-In Plan submitted with the proposal. The successor Contractor is expected to meet full performance requirements commencing 01 January 2009. The successor Contractor shall provide sufficient experienced personnel during the phase-in to ensure that the services called for by this Contract are maintained at the required level of proficiency. Government or incumbent Contractor personnel will not be retained beyond 01 January 2009 to assist the successor Contractor in transition to full performance. The successor Contractor shall also be able to negotiate, accept, and initiate performance under work requests, engineering requests, or task orders generated within the phase-in period.

c. Phase-Out. The phase-in of the successor Contractor's personnel will occur in conjunction with a phase-out of the incumbent Contractor's personnel. The successor Contractor shall not assume that current employees will be able to guide, direct, or specifically orientate each successor Contractor employee. The incumbent Contractor shall use its best efforts in cooperating with the Government during the phase-in period to achieve the following:

- (1) A smooth transition from performance by the incumbent Contractor and its employees to performance by the successor Contractor or other personnel engaged by the Government.
- (2) A gradual lessening of the amount of work and duties performed by the incumbent Contractor.
- (3) A transition for the completion of work assignments previously issued. However, such period shall not be used for the issuance of new work assignments. Work/engineering requests and task orders (work assignments), where completion of the work is expected to be done prior to contract expiration date, will be issued to the Contractor. The contractor shall be responsible for completion of these work assignments. In the event that any work assignment is not completed by the contract expiration date, the contractor shall either: a) subcontract the work to the successor contractor, or b) accept only phased work assignments from the Government. Phased work assignments will be accomplished by the issuance of two work assignments. The first shall be issued to the incumbent contractor and the second shall be issued to the successor contractor. The first phase will normally include all materials and equipment for both phases; therefore, the incumbent shall place orders for all materials and equipment by the contract expiration date. Within 30 days after expiration of the contract, the incumbent contractor shall provide the Government with a list of all outstanding material/equipment purchases.

(4) The incumbent Contractor shall conform to the Phase-In Plan developed by the successor Contractor; however, the incumbent Contractor shall in no way be obligated to provide formal training or assistance directly to any other Contractor personnel engaged by the Government during this period. The plan shall provide for the successor Contractor's contingency services during the phase-in/phase-out period in the event of: 1) work disruption, or 2) the incumbent's inability to fill a vacated position during the transition period. The incumbent Contractor shall allow the successor Contractor to post recruitment notices in contractor-operated facilities. The "Continuity of Services" clause, FAR 52.237-3, applies to the phase-out period of this contract.

d. This clause is applicable to the successor Contractor as it relates to phase-in applicable to this solicitation and to phase-out upon expiration of the contract resulting from this solicitation.

### H.23 NOTICE OF NON-ALLOWABILITY

#### H.23 NOTICE OF NON-ALLOWABILITY OF DIRECT CHARGES FOR GENERAL PURPOSE INFORMATION TECHNOLOGY EQUIPMENT OR SYSTEMS

a. Notwithstanding the ALLOWABLE COST AND PAYMENT clause (FAR 52.216-7) of Section II, costs for the acquisition of Information Technology Equipment or Systems shall not be considered as an allowable direct charge to this contract.

b. A definition of Information Technology Equipment or Systems can be found in FAR 2.101.

c. Contractors are expected to have the necessary facilities to perform the requirements of this solicitation/contract. This includes any ADPE necessary to perform the requirements herein.

### H.24 PROPOSAL PREPARATION COSTS

#### H.24 PROPOSAL PREPARATION COSTS

The costs for preparation of cost proposals and technical proposals and for various administrative costs applicable to all contract task orders will be charged in a manner consistent with the contractor's approved accounting system.

### H.25 NOTICE OF CONSTRUCTIVE CHANGES

#### H.25 NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, the authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer. In accordance with FAR 52.243-7, Notification of Changes, the Contractor shall promptly notify the Contracting Officer when he receives any direction he believes to be a change to the originally negotiated scope of the contract task order.

## H.26 SERVICE CONTRACT ACT AND

### H.26 SERVICE CONTRACT ACT AND DAVIS-BACON ACT WAGE CEILING

- a. The most current Service Contract Act Wage Determination/ Collective Bargaining Agreement will be incorporated into the contract at the time of award and with each subsequent exercise of an option. The most current Collective Bargaining Agreement, is included in Annex 2 Attachment J-020000-02.
- b. Service Contract Act (SCA) Wage Determination, Attachment JH-1 in the TF! Software. The most current SCA Wage Determination will be incorporated into the contract at the time of award and with each subsequent exercise of option. The incorporated SCA Wage Determination will apply for any CTO negotiated during the applicable period. Davis-Bacon Act (DBA), establish maximum ceilings for construction and service direct labor rates during the contract period of performance. The contractor may use any employees whose wage rates do not exceed the ceiling rate for the particular trade. If the contractor proposes to use an employee whose salary rate exceed the ceiling, he must justify the cost-effective nature of his choice and obtain approval from the Contracting Officer. This decision will be made during negotiation of the contract task order.

## H.27 INDIRECT RATE CEILING

### H.27 INDIRECT RATE CEILING

The indirect rates as detailed in Indirect Rate Submission, Attachment JH-2 in the TF! Software, will be incorporated into the contract and establish ceiling rates by contract period for the Contractor's indirect rate pools. Any amount incurred by the Contractor above the ceiling rate shall be unallowable unless otherwise authorized by the Contracting Officer. The ceiling rates represent the maximum indirect rates that may be charged on any effort performed under the contract. Should actual indirect rates experienced during performance of the contract be lower than those shown on Attachment JH-2, the actual rates will be charged.

## H.28 MANAGEMENT AND PROFESSIONAL

### H.28 MANAGEMENT AND PROFESSIONAL DIRECT LABOR RATE CEILINGS

The labor rates for management and professional personnel as detailed in Direct Labor Rate Submission Management and Professional Personnel, Attachment JH-3 in the TF! Software, will be incorporated into the contract and establish ceiling rates by contract period for exempt personnel directly charging the contract. Any amount paid to such an employee above the ceiling rate shall be unallowable unless otherwise authorized by the Contracting Officer as provided below. The Contractor can use employees whose salaries do not exceed the ceiling rate for the particular function. If the Contractor wishes to use an employee whose salary exceeds the ceiling, it must justify the cost-effective nature of its choice and obtain approval from the Contracting Officer, prior to incurring such costs. Should actual labor rates experienced during performance of the contract be lower than those shown on Attachment JH-3, the actual rates will be charged.

## H.29 COMMERCIAL WARRANTY

### H.29 COMMERCIAL WARRANTY

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

### H.30 WORK PERFORMED BY INDIVI

#### H.30 WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES

Regardless of any individual employee's normally assigned category of labor, the functions being performed by that individual during any period of work at a specific site shall determine the rate to be paid for that employee (e.g. a Chemist who is performing the duties of a Technician, Level I, shall be charged at the established rate for a Technician, Level I, during the period of time he or she is performing those duties.)

### H.31 RELEASE OF INFORMATION

#### H.31 RELEASE OF INFORMATION

- a. The Contractor shall not make public release of any information relating to all or any part of this contract without prior approval of the Contracting Officer.
- b. For the purpose of this clause, "information" includes but is not limited to news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, published professional papers, internet web pages, etc.
- c. Two copies of any information proposed to be released must be submitted to the Contracting Officer for security and policy review and clearance 45 days prior to release.
- d. Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements."
- e. The Contractor further agrees to include this clause in any subcontract awarded as a result of this contract.

### H.32 EXPERT TESTIMONY SERVICE

#### H.32 EXPERT TESTIMONY SERVICES

- a. During or subsequent to the performance period of this contract, the need may arise to provide expert testimony during hearings and/or court proceedings involving site specific activities or other matters, with regard to which personnel provided by the Contractor under this contract (including subcontractor personnel) would have gained expertise as a result of tasks performed under this contract. Such effort shall be considered within the scope of this contract if expert testimony is required during the performance period of the contract. The individual(s) selected to testify shall be fully knowledgeable of the details of the site under litigation, shall be credible, and be an expert in their field. The testimony shall normally relate to what actions the Contractor took at a site.
- b. In the event such services are required after the performance period of this contract, the Contractor agrees to

make available expert testimony services in support of such future proceedings. The Contractor further agrees to enter into intent agreements as necessary with subcontractors to ensure the availability of subcontractor personnel provided under this contract to provide future expert consulting services. These future expert consulting services would be provided by a separate negotiated procurement action instituted with the Contractor.

### H.33 CONTRACT-ACQUIRED EQUIPM

#### H.33 CONTRACTOR-ACQUIRED EQUIPMENT COSTS

- a. A limited inventory of Government Furnished Equipment (GFE) is being made available for use on the contract as addressed in the technical annexes. As this existing equipment becomes unsuitable for continued use on the contract, or is otherwise made unavailable as GFE, the Contractor will be responsible for providing the necessary and appropriate replacement equipment. The Contractor shall be solely responsible for having/acquiring the necessary equipment to produce and deliver the required contract services.
- b. The Government wishes to avoid taking title to contractor-acquired equipment as would result under FAR 52.245-5(c) if the equipment were billed as a direct item of cost. Except as authorized in writing by the Contracting Officer, the Contractor shall not treat any item as fully expensed (direct item of cost) unless that item is identified in its proposal as a direct item of cost. Furthermore, the Contractor shall not incur costs associated with the acquisition or fabrication of any item of equipment to be treated as fully expensed (direct item of cost), whether as identified as such in its proposal or not, without prior written approval of the Contracting Officer.
- c. The preferred accounting/billing method for contractor-acquired equipment is through depreciation or a use rate. The Government shall not assert any claim of title to any equipment expensed under the contract through depreciation or a use rate. Costs for contractor owned equipment and "capital lease" equipment (Capital lease is defined in Financial Accounting Standards No. 13) shall be accounted for and billed in accordance with FAR 31.205-11 (Depreciation) and applicable Cost Accounting Standards (CAS). Depreciation shall distribute the cost of the asset, less estimated residual value, over the estimated useful life of the asset in a systematic and logical manner. Costs for equipment acquired under an "operating lease" (as defined in Financial Accounting Standards No. 13) shall be accounted for and billed in accordance with FAR 31.205-36 (Rental Costs).

### H.34 USE OF GOVERNMENT FACILI

#### H.34 USE OF GOVERNMENT FACILITIES (FISCPH) (SEP 1997)

- a. During the performance of this Contract, the Contractor is authorized to use on a non-interference, rent-free basis the facilities designated by the Government as located at PMRF and its various remotes sites. All such facilities will be identified by the COR and/or Contracting Officer in addition to, or in consonance with, those items identified in Annex 14 (Buildings and Structures).
- b. The Government will provide on-site facilities necessary to the performance of this Contract to the extent that they are available. In those instances where performance requires the use of facilities not available from the Government, such facilities shall be the responsibility of the Contractor. The Contractor shall be required to provide non-permanent facilities to meet such needs as may arise during the term of the Contract together with the furnishing of necessary utilities. Each facility requirement shall be reviewed and approved by the COR and the Contracting Officer prior to the establishment and usage of any such facility. If the use of any off-site facility is not approved by the COR and the Contracting Officer, and the Contract subsequently modified to so reflect the approval and any increase in estimated cost (including burden and fee rates), the Contractor elects to implement usage (of an off-site facility) at his own discretion, the Government will NOT reimburse ANY costs (including all burden and fee rates) therein incurred for such action.

c. The performance of this Contract will include effort up to and including the level of TOP SECRET. Therefore, any off-site facilities planned for use by the Contractor in the performance of this Contract must meet the security requirements for a TOP SECRET facility clearance.

#### H.35 ACCESS TO CONTRACTOR FAC

##### H.35 ACCESS TO CONTRACTOR FACILITIES (FISCPH) (SEP 1997)

The COR and other authorized Government personnel shall be allowed access to the Contractor's facilities in which work under this Contract is being performed and those Government facilities in the Contractor's possession under the term of this Contract during all working hours so long as the visiting Government personnel have complied with the visit planning and coordination requirements of FAR Part 42.402.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-26	Equal Opportunity	MAR 2007
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-3	Patent Indemnity	APR 1984
52.227-5	Waiver of Indemnity	APR 1984
52.227-9	Refund Of Royalties	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984



52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.246-12	Inspection of Construction	AUG 1996
52.246-21 Alt I	Warranty of Construction (Mar 1994) - Alternate I	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64 Alt II	Preference for Privately Owned U.S. - Flag Commercial Vessels (Apr 2003) - Alternate II	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-1 Alt I	Termination for Convenience of the Government (Fixed-price) (Short Form) (Apr 1984) - Alternate I	APR 1984
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
52.249-10 Alt I	Default (Fixed-Price Construction) (Apr 1984) Alternate I	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994

252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7019	Restriction on Acquisition of Foreign Anchor and Mooring Chain	JUN 2005
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7009	Mandatory Payment by Governmentwide Commercial Purchase Card	DEC 2006
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7005	Cost/Schedule Status Report	MAR 2005
252.242-7006	Cost/Schedule Status Reports Plans	MAR 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7001	Warranty Of Data	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of [to be determined on each task order] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5 Million;

(2) Any order for a combination of items in excess of \$5 Million; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 September 2019**.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to FISC Pearl Harbor the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.



(4) To notify FISC Pearl Harbor Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of FISC Pearl Harbor.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The \_\_\_\_\_ insert name of SBA's contractor will notify FISC Pearl Harbor Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \*100% or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\*The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

#### THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage (\$/hr)	Fringe Benefits
Accounting Clerk IV	12.69	25%
Air Traffic Control Specialist, Terminal	21.17	25%
Carpenter, Maintenance	25.76	25%
Computer Operator V	17.40	25%
Computer Systems Analyst II	23.26	25%

Desk Clerk	11.34	25%
Drafter IV	15.72	25%
Electrician, Maintenance	27.44	25%
Drafter II	11.34	25%
Drafter III	12.69	25%
Electronics Technician, Maintenance I	24.09	25%
Electronics Technician, Maintenance II	25.76	25%
Electronics Technician, Maintenance III	27.44	25%
Emergency Medical Technician	12.69	25%
Fire Alarm System Mechanic	27.44	25%
Firefighter	14.14	25%
Fuel Distribution System Operator	20.75	25%
Gardener	20.75	25%
General Clerk IV	11.34	25%
General Maintenance Worker	17.40	25%
Guard I	11.34	25%
Guard II	12.69	25%
Heating, Refrigeration and Air Conditioning Mechanic	27.44	25%
Heavy Equipment Mechanic	27.44	25%
Heavy Equipment Operator	27.44	25%
Janitor	14.08	25%
Laborer	14.08	25%
Laborer, Grounds Maintenance	15.73	25%
Loader Operator	24.09	25%
Maintenance Trades Helper	19.08	25%
Material Coordinator	22.41	25%
Material Expediter	22.41	25%
Material Handling Laborer	14.08	25%
Motor Vehicle Mechanic	27.44	25%
Motor Vehicle Mechanic Helper	19.08	25%
Order Clerk II	10.10	25%
Painter, Maintenance	25.76	25%
Pest Controller	22.41	25%
Plumber, Maintenance	25.76	25%
Refuse Collector/Refuse Truckdriver	14.08	25%
Scheduler, Maintenance	11.34	25%
Sewage Plant Operator	25.76	25%
Supply Technician	15.72	25%
Technical Writer	23.26	25%
Unexploded Ordnance Technician II	23.26	25%
Warehouse Specialist	19.08	25%
Water Treatment Plant Operator	25.76	25%
Word Processor I	10.10	25%
Word Processor II	11.34	25%

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-  
DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the ACO.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

#### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2009 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2009, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.236-18 WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)

(a) When this contract is executed, the Contractor shall submit to the Contracting Officer a chart showing the general executive and administrative organization, the personnel to be employed in connection with the work under this contract, and their respective duties. The Contractor shall keep the data furnished current by supplementing it as additional information becomes available.

(b) Work performance under this contract shall be under the full-time resident direction of (1) the Contractor, if the Contractor is an individual; (2) one or more principal partners, if the Contractor is a partnership; or (3) one or more senior officers, if Contractor is a corporation, association, or similar legal entity. However, if the Contracting Officer approves, the Contractor may be represented in the direction of the work by a specific person or persons holding positions other than those identified in this paragraph.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory

to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

## 52.244-2 SUBCONTRACTS (JUN 2007)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:



(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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(End of clause)

## 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.



(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUNE 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Annex 12 of the Performance Work Statement provide listings (tables) of the available Government Property.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>  
<http://farsite.hill.af.mil/>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active.” The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not

relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
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(End of clause)

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number) :

(End of clause)

#### I.1 COMMERCIAL WARRANTY (FISC

##### I.1 COMMERCIAL WARRANTY (FISCPH 2007)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

#### I.2 LIMITATION ON EXTENT OF G

##### I.2 LIMITATION ON EXTENT OF GOVERNMENT LIABILITY IN THE EVENT OF A BUY-OUT PRIOR TO COMMENCEMENT OF CONSTRUCTION (FISCPH 2007)

(a) For the purposes of this clause, functional elements are defined as room layout and space allocations as determined by partitions, doors, or other architectural features. Aesthetic elements are defined as the facility's visual appearance and appeal.

(b) If the government and the contractor are unable to mutually agree on the functional and aesthetic elements of the project design, the government may initiate a buy-out of the contract prior to the commencement of construction for a maximum settlement amount not to exceed four (4) percent of the contract amount. This amount shall be negotiated based on a reasonable cost incurred and may include a reasonable profit.

(c) Actions taken by the government pursuant to this clause shall in no way be considered a termination for default. Upon payment of all negotiated amounts, all responsibilities and obligations of the parties are discharged.

#### I.3 SPECIAL WORKING CONDITION

##### I.3 SPECIAL WORKING CONDITIONS AND ENTRY TO WORK AREA (FISCPH 2007)

Denial of entry to the work areas under this contract may be required by the Government under certain circumstances where the Contractor's work or presence would constitute a safety or security hazard to ordnance storage or handling operations. Restrictions covering entry to and availability of the work areas are as follows:

(a) Entry. Entry to work areas located within the special Security Limited areas, defined as those work areas located within the existing security fence, can be granted subject to special personnel requirements as specified herein and to other normal security and safety requirements. Complete denial of entry to the Limited Area may be required during brief periods of one to two hours (normally) and on rare occasions of two to four hours. For bidding purposes, the Contractor shall assume denial of entry to the work areas in the Limited Area of six 2-hour denials and one 4-hour denial per month.

(b) Vehicle Delay. The Contractor shall also assume for bidding purposes that, in addition to site denial, each vehicle and/or unit of construction equipment will be delayed during each movement through the security gate, both entering and leaving the limited area. Delays will average 30 minutes.

(c) Operational Considerations. To reduce delay time while preserving required security, the following points should be considered in operational planning:

(1) Vehicle Search. Security regulations required that all vehicles, when authorized to enter the Limited Area be thoroughly searched by guard force personnel. Such a search will be required for all vehicle/ construction equipment. Accordingly, once a vehicle or unit of construction equipment has been cleared, it may be left in the Limited Area after initial entry has been made. For the period of time authorized the vehicle/equipment left in the Limited Area will be assigned parking areas by the Contracting Officer. The vehicle/equipment must be secured as specified in paragraph entitled "SECURITY REQUIREMENTS." The intent is to reduce the Contractor loss of time at the security gate. No private vehicles will be allowed to enter the Limited Area.

(2) Delivery Vehicles. Vehicles delivering construction materials will be inspected by guard force personnel while the driver is being processed for entry into the Limited Area. The driver and vehicle will then be escorted in the Limited Area by a Security Escort. To provide this service, delivery schedules should be promulgated in advance and vendors made aware that a reasonable delay can be expected if delivery is other than the time specified. Deliveries after 1600 hours will not be allowed entry into the Limited Area without prior approval of the Physical Security Officer.

#### I.4 ACCIDENT PREVENTION (FISC

##### I.4 ACCIDENT PREVENTION (FISCPH 2007)

(a) The Contractor will maintain an accurate record of, and will report to the Contracting Officer in the manner and on the forms prescribed by the Contracting Officer, all accidents resulting in death, traumatic injury, occupational disease, and damage to property, materials, supplies and equipment incident to work performed under this contract.

(b) Compliance with the provisions of this article by subcontractors will be the responsibility of the Contractor.

(c) Prior to commencement of the work, the Contractor may be required to:

(1) submit in writing his proposals for effectuating provision for accident prevention;

(2) meet in conference with representatives of the Contracting Officer to discuss and develop mutual understandings relative to administration of the overall safety program.

#### I.5 UTILITIES FOR CONSTRUCTIO

##### I.5 UTILITIES FOR CONSTRUCTION AND TESTING (FISCPH 2007)

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

I.6 RECORD DRAWINGS

I.6 RECORD DRAWINGS (FISCPH 2007)

The Contractor shall maintain at the job site two sets of full-size prints of the contract drawings, accurately marked in red with adequate dimensions, to show all variations between the construction actually provided and that indicated or specified in the contract documents, including buried or concealed construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the contract drawings. Existing utility lines and features revealed during the course of construction, shall also be accurately located and dimensioned. Variations in the interior utility systems shall be clearly defined and dimensioned; and coordinated with exterior utility connections at the building five-foot line, where applicable. Existing topographic features which differ from those shown on the contract drawings shall also be accurately located and recorded. Where a choice of materials or methods is permitted herein, or where variations in scope or character of methods is permitted herein, or where variations in scope or character of work from that of the original contract are authorized, the drawings shall be marked to define the construction actually provided. The representations of such changes shall conform to standard drafting practice and shall include such supplementary notes, legends, and details as necessary to clearly portray the as-built construction. These drawings shall be available for review by the Contracting Officer at all times. Upon completion of the work, both sets of the marked up prints shall be certified as correct, signed by the Contractor, and delivered to the Contracting Officer for his approval before acceptance. Requests for partial payments will not be approved if the marked prints are not kept current, and request for final payment will not be approved until the marked prints are delivered to the Contracting Officer



Section J - List of Documents, Exhibits and Other Attachments

SECTION J

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